





Republic of the Philippines  
NATIONAL POWER CORPORATION

TERMS OF REFERENCE  
ALTERNATIVE MODE OF PROCUREMENT  
(SHOPPING – 52.1 b)

1. Scope of Works: PR NO. HO-CWA25-005 / SHB250507-KL00178 (SHB2)

For the Supply and Delivery of Various Nursery Materials

Item No.	DESCRIPTION	QTY.	U/M	ABC (PhP)
1	BAG, POLYETHYLENE PLASTIC PLAN 11- NURSERY OPERATION	60	BUN	30,000.00
2	DRUM PLAN 11 – NURSERY OPERATION	2	PCS	4,000.00
3	FERTILIZER (VERMICAST) PLAN 11 – NURSERY OPERATION	75	BAG	60,000.00
4	GARDEN HOSE PLAN 11 – NURSERY OPERATION	2	ROLL	4,000.00
5	SHOVEL PLAN 11 – NURSERY OPERATION	2	PCS	3,400.00
6	SPRIKLER PLAN 11 – NURSERY OPERATION	2	PCS	1,300.00
7	WHELL BARROW PLAN 11 – NURSERY OPERATION	2	UNIT	9,000.00
8	GARDEN NET PLAN 11 – NURSERY OPERATION	120	MTR	27,960.00
9	RICE HULL PLAN 11 – NURSERY OPERATION	30	SACK	3,049.80
TOTAL AMOUNT				142,709.80

**Note/s:**

- Items to be supplied by the winning bidder should be brand new.
- Please refer to the attached sheet for the complete technical specifications.
- Warranty should be at least three (3) months.
- The mode of award is on a lot basis.

**APPROVED BUDGET FOR THE CONTRACT: PHP 142,709.80**

**2. Delivery Period**

Delivery Period shall not be later than 15 Calendar Days upon receipt of the Purchase Order / Notice to Proceed.

**3. Delivery Point**

Items shall be delivered at NPC-CLWAT, CHEPP, BRGY. TALAONGAN, CAVINTI, LAGUNA

**4. Bid Submission**

The Bidder shall submit their bids through their authorized representative or in the manner of submission as prescribed in the RFQ.

**5. Late Bids**

Any Bid submitted after the deadline for submission and receipt of Bids shall not be accepted by NPC.

## **6. Bid Prices**

The bid price as indicated in the Quotation Form shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive.

## **7. Bid Price Validity**

Price Validity shall not be less than One Hundred Twenty (120) calendar days from date of bid submission.

## **8. Eligibility Criteria**

- a. Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.
- b. From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Lowest Calculated Bid (LCQ).

## **9. Detailed Evaluation and Comparison of Bids**

The LCQ shall be subjected to detailed evaluation against the Technical Specifications including arithmetical computations. Documents which are deemed not to comply with the requirements of the tender shall be considered non-complying.

## **10. Post-qualification**

Submitted documents of the LCQ shall be subjected to post qualification evaluation.

The bid that PASSED the Post-Qualification shall be declared as the Single /Lowest Calculated Responsive Quotation (S/LCRQ).

## **11. Total Contract Price**

The Total Contract Price shall be inclusive of all taxes and other related expenses / charges.

## **12. Notice to Supplier**

- a. The supplier shall pick-up the Purchase Order (PO)/ Notice to Proceed (NTP) from NPC within two (2) calendar days from receipt of the Notice of Award.
- b. Failure to secure the PO/NTP by the supplier within the said period will mean cancellation of the same and imposition of penalties as prescribed by law

## **13. PO Effectivity**

- a. The PO Shall take effect immediately upon receipt of the PO / NTP by the supplier sent through fax as evidenced by the fax transmission receipt and as confirmed by the supplier's representative.

## **14. Terms of Payment**

Terms of Payment shall be thirty (30) calendar days after submission of complete supporting documents.

**15. Warranty**

Warranty is dependent upon the nature/type of the item which is included in the offer (i.e. Manufacturer's Warranty), unless specifically required in the scope of works.

**16. Liquidated Damages**

Where the supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any time of extension duly granted and is hereby in default under the contract, the supplier shall pay NPC for liquidated damages, and not by way of penalty, an amount equal to at least one tenth (1/10) of one percent (1%) of the cost of the undelivered/unperformed portion of the items/works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it (Section 68 of the Revised IRR of RA 9184).

**17. Liability of the Supplier**

If after receipt of the Purchase Order, the supplier fails to deliver the goods, appropriate sanctions will be imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR).

**18. Disclosure of Relations**

The bidder shall comply with the provisions of Section 47 of RA 9184 and its revised IRR re: disclosure or relations.

**19. Administrative Sanctions**

Bidder shall likewise be imposed the rules as stated in section 69 (Imposition of administrative penalties) should there be infractions committed.

**20. Reservation Clause**

NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder/s.

**SUPPLIER'S BID QUOTATION  
(SHOPPING 52.1 b)**

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-CWA25-005**. I agree with the conditions of the TOR and offer the following supplies with specific description.

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1				
2				
3				
4				
5				
6				
7				
8				
9				
TOTAL BID PRICE				

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Details

\_\_\_\_\_  
E-mail address

*Note: The bidder may use this form or its own company letter head following this format duly signed by the authorized representative when making the offer.*

# PRODUCT SPECIFICATIONS FOR HO-CWA25-005

DESCRIPTION	QUANTITY	U/M
<b>Nursery Materials</b>		
<b>BAG</b>	<b>60</b>	<b>BUNDLE</b>
- Polyethylene plastic		
- 2'x2'x6' w/ gussette, thickness .003		
- Black		
- 1000pcs/bundle		
<b>DRUM</b>	<b>2</b>	<b>PC</b>
- Heavy Duty, Plastic Container Drum		
- 200L Cap Storage		
- with Threaded Screw Type Lid Cover		
- Body Diameter: 22.5 inches; Lid Diameter: 3 inches; Height: 37 inches		
<b>VERMICAST</b>	<b>75</b>	<b>BAG</b>
- High Quality, Pure		
- 25kl/bag		
<b>GARDEN HOSE</b>	<b>2</b>	<b>ROLL</b>
- 5/8 Diameter		
- 25 Meters/roll		
<b>SHOVEL</b>	<b>2</b>	<b>PC</b>
- Heavy Duty, pointed shovel, steel		
- Branded		
- Wooden Handle, "D" Grip		
<b>SPRINKLER</b>	<b>2</b>	<b>PC</b>
- Branded, High Quality		
- Plastic, Rotary Sprinkler		
- with coupling compatible to 5/8 hose		
<b>WHEEL BARROW</b>	<b>2</b>	<b>UNIT</b>
- Heavy Duty		
- Pneumatic Wheel		
- 150 kg load capacity		
- with spare wheel		
- Branded		
<b>GARDEN NET</b>	<b>120</b>	<b>METER</b>
- Black, super inch g, inch 70		
<b>RICE HULL</b>	<b>30</b>	<b>SACK</b>
- 25 KG/ SACK		
- High Quality		